

**TOWN OF FOUNTAIN HILLS
SOLID WASTE DISPOSAL
AND
RECYCLING REGULATIONS**

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DIVISION 1 GENERALLY

Section 10-1-1 Purpose and Scope.

The purpose of this Article is to protect the health and safety of the citizens of the Town and to protect the environment by establishing minimum standards for the storage, collection, treatment, transportation, processing and disposal of Solid Waste and Recyclables.

Section 10-1-2 Definitions.

The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning.

“Alley” means a public passageway affording a secondary means of access to abutting property for utility, emergency and Solid Waste vehicles.

“Ashes” means all residue from the burning of any combustible material, but does not include ashes from medical waste, Hazardous Waste or special waste.

“Bulk Trash” means all manmade materials that are bulky or cumbersome such as washers, hot water heaters and other appliances, sofas, tables, beds and other large household furniture, yard waste and other Refuse items which by size, shape or quantity will not fit into a residential roll-out container.

“Collection Container” means a Solid Waste Cart, a Recycling Cart, and/or a Green Waste Cart.

“Collection Employee” means any individual employed by the Town for the purpose of effectuating the provisions of this Article.

“Collection Services” means curb-side pick up of Solid Waste, Recyclable Materials and Green Waste.

“Commingle” means to blend or cause to blend together.

“Commercial Solid Waste Generator” means any Person owning, leasing, managing, renting or occupying any business, home-based business, industrial or commercial building, or construction site, which generates Refuse, Solid Waste or Recyclables.

“Construction Waste” means all waste building materials and rubble resulting from construction, remodeling, repair and demolition operations on commercial, institutional and industrial establishments, Dwelling Units, garages, pavements, streets, Alleys, trenches, ditches, underground utilities, excavations and other structures. Construction waste includes but is not limited to rocks, debris, dirt, brick, fill, plaster, and all types of scrap building materials, including but not limited to lumber scraps, shingles, plaster, brick, stone and concrete.

“Contaminate” means to spoil, pollute or make unclean so as to make something unfit for use.

“Customer” means, and includes, any entity, property owner, manager, agent, tenant or occupant of a property within the Town.

“Director” means the Town of Fountain Hills Development Services Department Director or his authorized designee. If the Town does not have a Development Services Director, the Town Manager or authorized designee shall be the Director.

“Dwelling Unit” means any building or structure used solely as a family domicile, including single-family and multifamily units, apartments, Townhouses, condominiums, rooming houses and boarding houses, and manufactured homes.

“Garbage” means all putrescible wastes, except sewer and body wastes, including all organic wastes prepared for or intended to be used as food or which have resulted from the preparation of food, including all such substances from public and private establishments and residences.

“Green Waste Cart” means a receptacle with wheels with a capacity of up to approximately 96 gallons designed or intended to be mechanically dumped into a load-packer type garbage truck for the collection of yard waste from Residential Service Units.

“Hazardous Waste” means any discarded material hazardous by reason of its pathological, explosive, flammable, radiological, corrosive, reactive, or toxic nature. The term shall mean any material that can cause damage or injury to property or Persons. Hazardous waste includes but is not limited to any chemical, compound, mixture, substance, product or other material which is a hazardous waste pursuant to ARIZ. REV. STAT. § 49-921 as may be amended from time to time, or Code of Federal Regulations, Part 261.

“Licensed Solid Waste Contractor” means any Person, firm or entity holding a license issued by the Town that permits the Licensed Solid Waste Collector to operate within the Town for the purpose of providing Solid Waste Collection Services to Commercial Solid Waste Generators.

“Medical Sharps” means discarded sharps used in human or animal care, medical research, or clinical laboratories. This includes hypodermic needles, syringes, pipettes, scalpel blades, blood vials, needles attached to tubing, broken and unbroken glassware, and slides and coverslips. The term medical sharps shall have the same definition as set forth in the Arizona Administrative Code R18-13-1401 as may be amended from time to time.

“Medical Waste” means any Solid Waste that is generated in the diagnosis, treatment, or immunization of a human being or animal or in any research relating to that diagnosis, treatment or immunization, or in the production or testing of biologicals, and includes discarded drugs, but does not include hazardous wastes as defined in ARIZ. REV. STAT. § 49-921 other than conditionally exempt small quantity generator waste, and shall have the same meaning as set forth in ARIZ. REV. STAT. § 49-701 as may be amended from time to time.

“Notice” means a written instrument served by the Town in one of the following manners, with time commencing from date of mailing, serving, filing or recording:

1. By the use of United States mail to the last known address of the Person to whom it is required to be given.
2. By personal service upon the Person or his lawful representative.

“Person” means any individual, corporation, partnership, company, firm, association, society or other entity of any legal form.

“Premises” means land, buildings, or other structures, or parts thereof.

“Recyclable Material or Recyclables” means any Solid Waste separated from other Solid Waste for the purpose of being recycled. Recyclables may include, but are not limited to metals, plastics, glass, cardboard and paper.

“Recycling” means the process of collecting, separating, cleansing, treating and reconstituting post-consumer materials that would otherwise become Solid Waste and returning them to the economic stream in the form of raw material for reconstituted products.

“Recycling Cart” means a receptacle with wheels with a capacity of up to approximately 96 gallons designed or intended to be mechanically dumped into a loader-packer type garbage truck for the Collection of Recyclables from Residential Service Units and special events.

“Refuse” means “Solid Waste.”

“Residential Service Unit” means a Dwelling Unit for which Collection Services may be provided utilizing individual Collection Containers for each Dwelling Unit and which is not part of a multifamily residential building for which Solid Waste and Recyclables are collected in dumpsters.

“Solid Waste” means all wastes and materials discarded. Solid Waste includes but is not limited to Bulk Waste, Construction Waste, Garbage, Hazardous Waste, Medical Sharps, Medical Waste, Trash and Yard Waste.

“Solid Waste Cart” means a receptacle with wheels with a capacity of up to approximately 96 gallons designed or intended to be mechanically dumped into a loader-packer type garbage truck for the Collection of Residential Solid Waste.

“Solid Waste Collection Services” means the collection and disposal, including the cost of landfills, and other disposal technology required to dispose of Solid Waste and the collection, sorting, sale and disposal of Recyclable Materials.

“Town-Supplied Containers” means those Collection Containers supplied to Residential Service Units by the Town or its contractor, whether or not the cost of the container was paid for by the Town.

“Trash” means rubbish, waste, debris and all other nonputrescible wastes.

“Yard Waste” means brush, grass and vegetation clippings, weeds, twigs, leaves, limbs, branches and trunks from trees, palm fronds and general yard, garden and tree rubbish and waste materials.

Section 10-1-3 Collection Services Mandatory; Exemption.

- A. Except as specifically set forth in this Section, not later than July 1, 2011 and continuing thereafter, every Residential Service Unit within the Town’s corporate limits shall be provided with Solid Waste Collection Services, Recyclable Materials Collection Services

and Green Waste Collection Services by the Town through a contract with a third party, and the resident thereon shall pay the cost of such Collection Services.

- B. This Section shall not apply to a model home complex not used as a Dwelling Unit.
- C. Upon determination of eligibility by the Town Manager or authorized designee, the July 1, 2011 deadline set forth in Subsection 10-1-3(A) above shall not apply to homes that have contracts in place which were entered into prior to December 1, 2010 and which do not expire prior to July 1, 2011. If deemed eligible, the date upon which Subsection 10-1-3 will become effective for each such home shall be the date of expiration for that contract, subject to Subsection 10-1-3(D) below. To be eligible for delayed implementation as set forth in this Subsection 10-1-3(C), a homeowner or homeowner's association, as the case may be, must provide a fully-executed and valid copy of the contract to the Town Manager or designee not later than February 1, 2011.
- D. Notwithstanding Subsection 10-1-3(C) above, in no event shall the delayed implementation date for Collection Services be extended beyond July 1, 2013.

Section 10-1-4 Collection Services Generally.

- A. For newly constructed Residential Service Units, Town Collection Services shall commence upon the date the Dwelling Unit is first occupied.
- B. The Town shall provide, through its contractor, the appropriate Collection Containers for all Residential Service Units serviced by the Town's collection system for the accumulation, storage and collection of all Solid Waste and Recyclables. Where a residence with curbside collection requests or is required to maintain more than one Solid Waste Cart, an additional amount may be charged for each additional container.
- C. The Town reserves the right to deny Collection Services for Refuse that the Director or authorized designee determines to be hazardous, and to require the Customer to properly dispose of it by other means.

Section 10-1-5 Access to Premises Serviced by Town.

- A. The owner or occupant of property shall ensure the Town has convenient access at all times on collection days to Town Solid Waste Collection Containers placed out for Collection Services.
- B. It is unlawful to park, maintain or allow any vehicle or any other kind of obstruction within 15 feet of a Collection Container placed out for Collection Service.
- C. It is unlawful to close or obstruct any street, Alley, right-of-way, route or loading area interfering with the normal operations of Collection Service.

- D. The owner or occupant of property shall maintain drives, driveways, easements and Collection Container enclosures in a manner adequate to prevent collection vehicles and drivers from injury or damage in performing their work.
- E. Areas serviced from easements or driveways will be at the discretion of the Town and subject to the ability to safely access and service the Collection Containers without backing more than 50 feet.
- F. The owner or occupant of property shall trim trees or shrubbery on his property and in the adjacent right-of-way or easement, so that the trees or shrubbery do not interfere with the free movement of collection vehicles and do not obstruct the vision of collection vehicle drivers in performing their work.
- G. Containers shall be placed for collection out of the drive lanes at the edge of the pavement for the street. The Town may require Collection Containers to be placed in alternate locations if necessary for public safety.

Section 10-1-6 Spilling of Refuse during Transport.

- A. It is unlawful for any Person to haul, or cause to be hauled, on or along any public street, right-of-way or Alley in the Town, any Refuse or Recyclables unless such material is contained in the vehicle or receptacle in a manner that prevents the contents from falling out, leaking or spilling, and prevents obnoxious odor from escaping. If any Refuse or Recyclables fall out, leak or spill, such Person shall immediately clean up the Refuse, Recyclables or liquid.
- B. Failure to properly secure a load and any covering of the load to prevent the covering or load from becoming loose, detached or in any manner a hazard to other users of the road way may be prosecuted as a violation of ARIZ. REV. STAT. § 28-1098 as may be amended from time to time.

Section 10-1-7 Dumping of Refuse.

It is unlawful for any Person to place or cause to be placed any Refuse or Recyclables upon any public or private property within the Town, except as specifically permitted in this Article.

Section 10-1-8 Use of Another's Containers.

It is unlawful for any Person to deposit, or cause to be deposited, any Refuse or Recyclables in any Collection Container not assigned to that Person by the Town or its contractor, or a licensed Solid Waste contractor providing Collection Services to property other than Residential Service Units.

Section 10-1-9 Tampering with Container and Contents.

It is unlawful for any Person:

1. To tip over or damage any Collection Container.
2. To place decals, markings, or paint on a Collection Container.
3. To remove Refuse from a Recycling Cart, Solid Waste Cart, Green Waste Cart or any other Refuse container other than those assigned to the Person.
4. To climb into a Recycling Cart, Solid Waste Cart, Green Waste Cart or any other Refuse container.
5. To use a Collection Container or Collection Container lid for something other than its intended purpose.

Section 10-1-10 Resident Responsibilities Generally.

Every Person, owner, tenant, Customer or occupant receiving Collection Services shall:

1. Provide for the collection, control and disposition of Refuse in or upon any and all premises owned, leased or occupied by or for them.
2. Cooperate with such agents or agencies as may be provided by law for the collection, control and disposition of Refuse.
3. Maintain and keep clean the Alley adjacent to the Premises owned, leased or occupied by or for them and the area surrounding their Collection Containers free from Refuse and other health hazards.
4. Place or cause to be placed all Refuse and uncontained Recyclables accumulated on the Premises, owned, leased or occupied by or for them in the appropriate Collection Containers.
5. Keep lids for Collection Containers down in a closed position at all times in order to prevent flies, except when a Collection Container is being filled, emptied or cleaned.
6. Maintain Collection Containers of sufficient number to accommodate the Refuse and Recycling disposal needs of such residence, Premises or establishment, as determined by the Director or authorized designee.
7. Maintain Collection Containers in good repair and in sanitary condition, free of any markings or decals not placed on the Collection Containers by the Town or its contractor. Collection Containers that have become unserviceable due to ordinary wear-and-tear will be replaced by the Town's Contractor, at no cost to the Customer. The Town or its contractor shall provide Notice in the manner set forth in Section 10-1-14 that a Container (a) has been determined to be no longer

serviceable through conditions other than ordinary wear and tear or (b) is being maintained in an unsanitary condition. If Collection Containers supplied by Town or its contractor require cleaning, painting or refurbishing for reasons other than ordinary wear-and-tear, the cost of such work shall be charged to the Customer.

Section 10-1-11 Hazardous Waste and Special Refuse.

- A. No person shall deposit or cause to be deposited in any Collection Container, anything which will be dangerous or hazardous to the collection equipment or a threat to the health, safety and welfare of the Collection Employees or general public.
- B. Hazardous Waste shall be placed in an appropriate, closed container and plainly and properly marked in accordance with applicable law and industry standards. The Director shall be notified and shall instruct the Customer as to disposal options for such waste.
- C. Explosives such as arms, ammunition, war souvenirs or explosive items or powder of any kind and highly flammable materials shall not be placed in any Collection Container. Persons shall dispose of these items after calling the Town's law enforcement agency for directions and disposal options.
- D. Acids, caustics and rapid oxidizers, including chemicals used in swimming pools, shall not be disposed of in Collection Containers. Persons shall dispose of such chemicals after calling the Director for containment instructions and disposal options.
- E. Warm or hot coals or Ashes shall not be placed in any Collection Container.
- F. Dead small animals may be placed in plastic bags, tied and placed in a Solid Waste Cart. Dead livestock shall not be placed in a Collection Container and shall be disposed of separately by the owner.
- G. Dead small animals in the public right-of-way will be removed and disposed of by calling the Town's Public Works Division.
- H. Medical Sharps may be placed with other Refuse for collection, but must be properly contained in a sealed, puncture-resistant container and clearly labeled as such.
- I. Lead acid batteries, such as automobile or other vehicle batteries, shall not be disposed of in Collection Containers. Persons shall dispose of such waste after calling the Director for disposal and Recycling options.
- J. Waste soil, sand, concrete, masonry block, rock and similar materials shall not be placed in a Collection Container, shall be disposed of separately by the owner, tenant or occupant of the Premises (and not by the Town) and shall not be stored or placed in the public right-of-way.

- K. Debris resulting from the construction, reconstruction, demolition, or repair of Premises shall not be placed with other Refuse for collection but shall be disposed of directly by the contractor or by the Person owning, occupying, or leasing the Premises wherein such debris is accumulated. All such wastes shall be removed promptly and shall not be stored in any location where it may be blown or otherwise dispersed beyond the construction site.

Section 10-1-12 Hours of Collection.

It is unlawful to provide Solid Waste Collection Services between the hours of 7:00 p.m. and 6:00 a.m., unless approved in advance, in writing, by the Director.

Section 10-1-13 State and Local Authority.

Nothing in this Article shall be construed to infringe or supplant the authority of the State or the Maricopa County Environmental Services Division exercised pursuant to the laws of the State.

Section 10-1-14 Inspections and Container Violations.

- A. Provisions shall be made for regulated inspections by the Town or its designee to secure compliance with this Article. A minimum of 25% of the single-family Recycling Carts shall be inspected each year, and a log of such inspections shall be kept.
- B. Notice of Collection Container violations shall be given by tagging the Collection Container with a tag or label with the violations indicated on the tag or label, or by delivering a Notice in person or by mail to the owner or occupant. If action necessary to remedy the violation is not taken within ten days, the Director may remove the Collection Container and dispose of its contents at the responsible party's expense.

Section 10-1-15 Violations and Citations.

- A. Any violation of or failure to do or perform any act required by this Article constitutes a civil offense, unless the violation or failure is deemed habitual as set forth in Subsection 10-1-15(G) below, which habitual offense shall be deemed a Class 1 Misdemeanor, punishable as set forth in Article 1-8 of this Code.
- B. The owners, occupants, Customers and authorized agents of property in violation of this Article may be held individually and jointly responsible for the violation, the prescribed civil penalties and for abating the violation.
- C. Any violation of this Article is declared to be a public nuisance, and instead of, or in addition to, any civil and/or criminal enforcement measure authorized by this Section, may be enjoined or restrained by the Town as other nuisances are abated under authority of the State law.
- D. Notice of violation.

1. The Town shall seek voluntary compliance with the provisions of this Section before issuing a civil citation or criminal complaint, as applicable. This shall include a written Notice of violation given to the responsible party for the property.
2. A Notice of violation may be issued by the Town Manager or authorized designee.
3. The Notice of violation shall set forth the nature of the violation, the action required to come into compliance with this Article, the time period provided to come into compliance, and the person at the Town to contact for further information.
4. Failure of the responsible party to receive a Notice of violation shall not preclude the subsequent issuance of a civil citation or criminal complaint, as applicable.
5. Nothing in this Section shall prevent the Town from taking immediate action to protect the public from an imminent hazard to health or safety as otherwise provided by law.

E. Civil citations.

1. Unless otherwise designated as a criminal offense in this Section, if a violation continues past the compliance time set forth in the Notice of violation, a civil citation may be issued to the Person responsible for the violation.
2. A civil citation may be issued by the Town Manager or authorized designee.
3. The citation shall include the date of the violation, the location of the property and a reference to the section(s) violated.
4. The citation shall direct the defendant to pay the fine imposed pursuant to Subsection 10-1-15(F) or appear in the Fountain Hills Municipal Court within ten days of the issuance of the citation.
5. The citation shall provide notice that if the defendant fails to pay the fine or appear in the Fountain Hills Municipal Court as directed, a default judgment will be entered in the amount of the fine designated on the citation for the violation. In addition, a default fee may be imposed for failure to appear.
6. Service of the citation may be accomplished and will be deemed proper and complete by any of the following methods:
 - a. Hand delivering the citation to the defendant.

- b. Mailing a copy of the citation by certified or registered mail, return receipt requested, to the defendant's last known address.
- c. Any means allowed by the Arizona Rules of Civil Procedure for the Superior Court.

F. Civil Penalties.

- 1. A Person convicted of a violation of this Article, other than Subsections 10-1-6, 10-1-7 or 10-1-11, shall be punishable by a base fine of not less than \$500.
- 2. The civil fine required by this Section shall not be suspended in whole or in part.
- 3. Any defendant that fails to pay the fine or appear in the Fountain Hills Municipal Court as directed by a citation issued pursuant to this Section, or who fails to appear at the time and place set for trial of a matter arising under this Section, shall be subject to an additional default fee of \$100.00.
- 4. Any judgments issued by the Fountain Hills Municipal Court shall be subject to all surcharges and fees imposed by State law in addition to the civil fines required by this Section.
- 5. Judgments shall be collected in the same manner as any other civil judgment as provided by law.

- G. A Person found to be responsible for three or more civil violations of this Article within any 24-month period shall be deemed to be a habitual offender. Responsibility may be determined by admission, by default judgment or by judgment after hearing. The dates of the offenses are the determining factor for calculating the 24-month period.

H. Criminal penalties.

- 1. A Person convicted of a violation of Subsections 10-1-6, 10-1-7 or 10-1-11 is guilty of a Class 1 Misdemeanor, punishable by term of not more than six months in jail and a base fine of not more than \$2,500.
- 2. A habitual offender who violates the provisions of this Article shall be guilty of a Class 1 Misdemeanor for each violation in excess of three civil or criminal violations within a 24-month period punishable by term of not more than six months in jail and a base fine of not more than \$2,500.

- I. The penalties set forth in this Section 10-1-15 shall be in addition to any penalty that may be assessed pursuant to State Law or the Maricopa County Environmental Health Code.

Section 10-1-16 – 10-1-19 Reserved.

DIVISION 2 RESIDENTIAL COLLECTION AND DISPOSAL SERVICE

Section 10-1-20 Town has Exclusive Right to Collect Refuse.

The Town and its duly authorized agents, servants or employees have the exclusive right to collect Refuse and Recyclables from Residential Service Units within the Town, except as provided in State law.

Section 10-1-21 Collection Services Required.

No Customer in possession of any Residential Service Unit within the Town shall avoid or refuse to accept the Refuse disposal service or Recyclable Material service provided by the Town, and any such avoidance or refusal shall not exempt such Customer from the payment of charges for such services.

Section 10-1-22 Preparation of Refuse for Collection.

- A. The Town or its contractor will only collect Refuse that is properly prepared for pick up.
- B. Refuse shall be prepared for pick up as follows:
 - 1. Collection Containers shall be used for curbside collection of residential Refuse.
 - 2. Garbage must be drained of liquids and shall be placed in plastic bags and tied before being placed in Solid Waste Carts.
 - 3. Refuse shall be placed in Solid Waste Carts Only, except for yard waste as set forth in Subsection 10-1-22(B)(5) below. All boxes, cartons, and crates shall be collapsed before being placed in Collection Containers. Also, large boxes and cartons shall be cut up before being placed in the Collection Containers.
 - 4. The Town's regular Collection Service will collect only the Refuse that is contained in the Refuse containers supplied by the Town or its contractor.
 - 5. Residential Customers may dispose of Yard Waste in Solid Waste Carts as long as the Yard Waste is bagged, there is room for the regular Refuse and such material does not interfere with the emptying of the Solid Waste Cart in any way. Yard Waste may also be disposed of in a Green Waste Cart, which shall be available (for an additional fee), to the Customer upon request.
 - 6. Residential Customers may dispose of small amounts of building material, except concrete or masonry, provided it is placed in the residential Customer's Solid Waste Cart.
 - 7. The contents of an individual Solid Waste Cart shall not exceed 200 pounds.

8. All garbage shall be bagged and securely tied.
9. Wastes from small animals, pets, or livestock shall be placed in a bag, securely tied and then placed in the Solid Waste Cart.
10. Lids for Solid Waste Carts must be kept down in a closed position at all times in order to prevent flies, except when a container is being filled, emptied or cleaned.

C. Recyclables shall be prepared for pick up as follows:

1. Recyclables must be reasonably clean, empty, dry and loose, and shall not be bagged or put in sealed box when placed in Recycling Carts.
2. Only Recyclables may be placed in Recycling Carts. Large boxes and cartons shall be cut up or collapsed before being placed in Recycling Carts.
3. Recycling Collection Service will collect only Recyclables contained in the Recycling Carts.
4. Shredded paper must be in a clear plastic bag when placed in Recycling Carts.

D. Bulk Trash shall be prepared for pick up as follows:

1. Bulk Trash is collected on an on-call basis only, for an additional fee.
2. A pile up to four feet by four feet by eight feet of Bulk Trash shall be considered a single load of Bulk Trash and shall be subject to a fee for collection. Larger amounts shall be subject to additional fees.
3. All brush, tree limbs and cuttings included in the Bulk Trash shall not exceed five feet in length and 12 inches in diameter.
4. Bulk Trash shall be placed on private property within plain view as seen from the public right-of-way for pick up no earlier than the day immediately preceding the designated collection day.
5. Items must be placed parallel to the street adjacent to the owner's property line for collection.
6. Bulk Trash may not be placed on sidewalks, curbing or public right-of-way in any manner as to interfere with or be hazardous to pedestrians or vehicles, or with any mechanized Collection vehicle in such a manner as to interfere with its being emptied.
7. Appliances, air conditioners and other items that involve freon gases are not accepted as part of normal Bulk Trash service.

8. Items not accepted for collection will be left. The following are unacceptable materials: Disposable or unwanted material resulting from construction, repair or demolition of the Premises; large auto parts; tires; used oil; rocks, soil-like and concrete materials; unbagged leaves and grass clippings; and vegetation over five feet in length and 12 inches in diameter. These items must be disposed of at a landfill by the owner, lessee or occupant, or by an alternative service, such as roll-off containers.
9. Century plants, cacti and similar plants hazardous to Collection Employees shall be contained in cardboard boxes with a total weight not to exceed 60 pounds per box.

Section 10-1-23 Container Damage or Loss.

Each Town-supplied Collection Container shall be assigned to the property or Premises and not to the owner or occupant of the property or Premises. No Person who occupies any property or Premises to which a Collection Container has been assigned may remove the Collection Container from the assigned property or Premises for any reason. The Town shall not be responsible for damage or loss of a Collection Container, and in the event of damage other than ordinary wear and tear of such container, the Person who occupies the property or Premises to which a Collection Container has been assigned may be charged for such damage or loss, at the option of Director. The Town or its contractor, as applicable, will replace Collection Containers that fail due to ordinary wear and tear.

Section 10-1-24 Placement of Collection Containers.

- A. Collection Containers shall be placed in the street at the curb line or edge of pavement, as applicable. A minimum separation of three feet is required between Collection Containers.
- B. Collection Containers shall not be placed for collection before 6:00 p.m. of the day preceding regular collection and shall be removed from the curb by 6:00 a.m. of the day after collection.
- C. All Collection Containers shall be stored between collection days so as to not be visible from the street or public rights-of-way.

Section 10-1-25 Frequency of Residential Solid Waste Collection.

- A. The days and hours of Solid Waste, Green Waste and Recyclable Materials collection shall be established by the Director or authorized designee.
- B. Regular Solid Waste service shall be supplied once a week to all Residential Service Units. Where more than one Solid Waste Cart is maintained for a single Residential Service Unit, all containers will be serviced on the same day.

- C. Regular Recycling Service shall be supplied once a week for all Residential Service Units. Where more than one Recycling Cart is maintained for a single Residential Service Unit, all containers will be serviced on the same day.
- D. Regular Green Waste Collection Service shall be supplied once a week, on the same day as regular Recycling Service, to all Residential Service Units that have requested such services at an additional fee. Where more than one Green Waste Cart is maintained for a single Residential Service Unit, all containers will be serviced on the same day.

Sections 10-1-26 – 10-1-29 Reserved.

DIVISION 3 COMMERCIAL AND PRIVATE HAULERS

Reserved.